



STATE OF IOWA
MASTER AGREEMENT

MA# 005 CT1438A 3
EFFECTIVE BEGIN DATE: 03-15-2006
EXPIRATION DATE: 03-14-2007
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BUYER : JEANETTE CHUPP
Jeanette.Chupp@iowa.gov
515-281-6288

FOB FOB Dest, Freight Allowed

PAYMENT TERMS (%): DAYS:

VENDOR:

Aearo Co Ao Safety
2519 Reliable Pkwy

Chicago, IL 60686-0025
USA

VENDOR CONTACT:

ED MCCREADY

PHONE: 317-692-6788 EXT:

EMAIL: ed_mccready@aearo.com

VENDOR #: 13384035600

DESCRIPTION OF ITEMS CONTRACTED

Glasses, prescription per Bid BD70300S038 of 2-18-03.
IOWA Area Sales Manager for Service: Geri Pollitt
Phone 800-678-4163 ext. 42199 or E-Mail: Geri_Pollitt@aearo.com
CONTRACT Administrator: Ed McCready
Phone 317-692-6788 or E-Mail: Ed_McCready@aearo.com

REVISION authorized May 22, 2006: The Eagle Frame F6000 may be substituted for the F9800 Frame at the Base Frame Rate at Iowa Correctional Facilities ONLY.

\$20.00/hour (2-hour minimum /trip) fee shall be invoiced for on-site services by manufacturer's trained representative.

\$10.00/pair of glasses (dispensing fee) shall be invoiced to Iowa State University-Central Stores location only.

This contract is extended to political sub-divisions of the State of Iowa (cities, counties and school districts).

A 5% contract rebate shall be provided within 60 days following September 30 of each contract year, in the form of a check made payable to the Iowa Dept. of Administrative Services. The rebate shall be accompanied by a report indicating each State of Iowa Account name/Number and their sales, plus the total annual sales for the period of Oct. 1, 2005 thru Sept. 30, 2006. The previous 12-month annual sales shall be deducted and the rebate figured as 5% of the INCREASE in sales from the previous 12-month period. No rebate shall be provided if there is no increase in sales documented.

All contract information/reporting/rebate shall be directed to Jeanette Chupp, Purchasing Agent.

RENEWAL PERIODS

THRESHOLDS

MINIMUM ORDER AMOUNT:

MAXIMUM ORDER AMOUNT:

NOT TO EXCEED AMOUNT:

AUTHORIZED DEPARTMENT

ALL

TOTAL \$0.00

VENDOR: _____

APPROVED BY: _____

THIS MA IS SUBJECT TO THE TERMS AND
CONDITIONS ATTACHED HERETO.
PLEASE SEE ATTACHMENTS FOR
FURTHER DESCRIPTIONS.



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LINE NO.	QUANTITY / SERVICE DATES	UNIT	COMMODITY / DESCRIPTION	UNIT COST / PRICE OF SERVICE
1	0.00000		3456445 GLASSES, SAFETY	\$0.000000 \$0.000000
2	0.00000		6252640 FRAMES FOR EYEGLASSES (BRAND LISTED OR EQUAL)	\$0.000000 \$0.000000
3	0.00000		3456450 LENSES, SAFETY GLASSES, CUT TO STYLE AND SIZE REQUESTED W/AP	\$0.000000 \$0.000000
4	0.00000		62546 Optical Components: Blanks, Domes, Filters, Lenses, Mirrors,	\$0.000000 \$0.000000
5	0.00000		34564506102 SPECIAL PURPOSE AND DESIGN, GLASS, COLOR, SINGLE VISION, GL	\$0.000000 \$0.000000
6	0.00000		3456429 EYE PROTECTION ACCESSORIES Project Locations include: - OAKDALE: Provides on-site frame inventory and direct work with inmates every 2 weeks. - CLARINDA, FT.DODGE, NEWTON, FT.MADISON, MITCHELLVILLE, MT.PLEASANT, ROCKWELL CITY and ANAMOSA: Provides on-site frame inventory and direct work with inmates as needed. - AMES: ISU Central Stores (Norm Hill): Provides on-site frame inventory and direct work with ISU and DOT personnel. - POLITICAL SUB-DIVISIONS including cities, counties, school districts and other entities who receive State Funding shall receive equal products and service on an as-needed basis upon contacting the Aearo State Sales Manager Geri Pollitt.	\$0.000000 \$0.000000
7	0.00000		3456429 EYE PROTECTION ACCESSORIES Services include: 1. Pre-printed order forms 2. \$20/hour (2 hr.min) for on-site services (except at AMES where a \$10.00 dispensing fee is applied per pair). 3. Regular 7-day delivery is no-charge via First Class Mail (2nd business day at \$3.50 or next business day at \$7.50) 4. No-charge for return of damaged/defective products. 5. Payment Terms Net 30 or credit cards accepted. 6. All eyewear shall meet ANSI Z87.1 1989 standards for eye protection & OSHA standards. 7. Manufacturer of all lenses/frames shall be AO Safety.	\$0.000000 \$0.000000
8	0.00000	EA	6252640 FRAMES FOR EYEGLASSES (BRAND LISTED OR EQUAL) BASE FRAME GROUP includes: Black Hawk, Falcon, F4000, F5000, F9800 and F9900. - Price applicable with glasses order - Suitable frame for Correctional Facilities. - No exposed metal parts, standard (non-spring) temples, form-fit bridge, plastic frames	\$3.000000 \$0.000000
9	0.00000	EA	6252640 FRAMES FOR EYEGLASSES (BRAND LISTED OR EQUAL) FRAME GROUP "A" includes: F6000, EAGLE - Price applies to glasses order - No exposed metal parts, standard (non-spring) temples, form-fit bridge, plastic frames	\$5.000000 \$0.000000



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10	0.00000	EA	6252640 FRAMES FOR EYEGLASSES (BRAND LISTED OR EQUAL) FRAME GROUP "B": EC100, C4600, C7000, C8000 - Price applicable with glasses order - Metal & plastic frame materials, standard (non-spring) temples, form-fit bridge and adjustable silicone nose pads.	\$15.000000 \$0.000000
11	0.00000	EA	6252640 FRAMES FOR EYEGLASSES (BRAND LISTED OR EQUAL) FRAME GROUP "C": EC450, C470, FC421Z - Price applicable with glasses order - "ONLY" spring-hinged temples, plastic frames and form-fit bridges	\$20.000000 \$0.000000
12	0.00000	EA	6252640 FRAMES FOR EYEGLASSES (BRAND LISTED OR EQUAL) FRAME GROUP "D": EC550, EX550, OC400, 630, 650, AdjustaFit 1, FC701, FC707. - Price applicable with glasses order - Metal or plastic frames, standard or spring-hinged temples, form-fit bridge or adjustable nose pads.	\$25.000000 \$0.000000
13	0.00000	EA	6252640 FRAMES FOR EYEGLASSES (BRAND LISTED OR EQUAL) FRAME GROUP "D PLUS": DP720, 730, 740, 780. - Price applicable with glasses order - Metal Frames (various colors & metals), spring-hinged temples and adjustable nose pads.	\$30.000000 \$0.000000
14	0.00000	EA	6252640 FRAMES FOR EYEGLASSES (BRAND LISTED OR EQUAL) FRAME GROUP "E": Steel 100, Steel 200, Steel 300, Steel 400, YP15, YP20, PC250/SW, PC264. - Price applicable with glasses order - All metal (3-stainless steel) frames, adjustable or silicone nose pads and spring-hinged temples.	\$38.000000 \$0.000000
15	0.00000	EA	6252640 FRAMES FOR EYEGLASSES (BRAND LISTED OR EQUAL) FRAME GROUP "F": CC27, Attitude 1, Attitude 2, URBAN 1, URBAN 2, URBAN 3, EX272, TR-301S, TR-302S - Price applicable with glasses order - Metal frames with adjustable and silicone nose pads (some include clip-on sunglasses)	\$65.000000 \$0.000000
16	0.00000	EA	6252640 FRAMES FOR EYEGLASSES (BRAND LISTED OR EQUAL) FRAME GROUP "G": Contrast 100, Contrast 200, DT-1, DT-2, DT-3, DT-4, EXT1, EXT5, SW02, SW03, Xss1001. - Price applicable with glasses order - Lightweight "Titanium" metal frames, spring-hinged temples and adjustable silicone nose pads.	\$68.000000 \$0.000000
17	0.00000	EA	6252640 FRAMES FOR EYEGLASSES (BRAND LISTED OR EQUAL) 2006 NEW FRAME GROUP "G PLUS": TL-1, TL-2, Urban T-4, Urban T-5	\$88.000000 \$0.000000
19	0.00000	PAIR	3456450 LENSES, SAFETY GLASSES, CUT TO STYLE AND SIZE REQUESTED W/AP Lenses available when ordered in a frame: \$17.00 - Single Vision or Plano \$21.00 - Bifocal or FT28 or FT35 \$31.00 - Trifocal FT7X28 or FT8X35	\$65.000000 \$0.000000



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			\$65.00 - Progressives (PAL), AO Truvision Brand or Sola Visuality Brand	
20	0.00000	PAIR	3456450	\$45.000000 \$0.000000
			LENSES, SAFETY GLASSES, CUT TO STYLE AND SIZE REQUESTED W/AP Specialty Lenses ordered in a frame: - Cataracts - Quadrifocals - Polarized - Transitions - High-Index	
21	0.00000	PAIR	3456450	\$20.000000 \$0.000000
			LENSES, SAFETY GLASSES, CUT TO STYLE AND SIZE REQUESTED W/AP Mid-Index Lenses including scratch resistant coating (SRC), ordered in a frame.	
22	0.00000	PAIR	3456450	\$65.000000 \$0.000000
			LENSES, SAFETY GLASSES, CUT TO STYLE AND SIZE REQUESTED W/AP Progressive Lenses ordered in a frame.	
23	0.00000	PAIR	3456450	\$15.000000 \$0.000000
			LENSES, SAFETY GLASSES, CUT TO STYLE AND SIZE REQUESTED W/AP Photochromic (all lens styles) Lenses ordered in a frame.	
24	0.00000	PAIR	3456450	\$40.000000 \$0.000000
			LENSES, SAFETY GLASSES, CUT TO STYLE AND SIZE REQUESTED W/AP Occupational (Double Seg) Lenses ordered in a frame.	
25	0.00000	PAIR	3456450	\$59.000000 \$0.000000
			LENSES, SAFETY GLASSES, CUT TO STYLE AND SIZE REQUESTED W/AP Task-Specific Lenses, Comforteyes - Vision Ergonomic Solutions (for clear plastic CT-39 Lenses with Scratch Resistant Coating) ordered in a frame: "AO Technica" and "Sola Access"	
26	0.00000	PAIR	3456450	\$69.000000 \$0.000000
			LENSES, SAFETY GLASSES, CUT TO STYLE AND SIZE REQUESTED W/AP Task-Specific Lenses, Comforteyes - Vision Ergonomic Solutions (for clear plastic CT-39 Lenses with Scratch Resistant Coating) ordered in a frame: "Varilux Interview"	
27	0.00000	PAIR	3456450	\$89.000000 \$0.000000
			LENSES, SAFETY GLASSES, CUT TO STYLE AND SIZE REQUESTED W/AP Task-Specific Lenses, Comforteyes - Vision Ergonomic Solutions (for clear plastic CT-39 Lenses with Scratch Resistant Coating) ordered in a frame: Vision-Ease Datalite.	
28	0.00000	PAIR	3456450	\$30.000000 \$0.000000
			LENSES, SAFETY GLASSES, CUT TO STYLE AND SIZE REQUESTED W/AP Task-Specific Lenses, Comforteyes - Vision Ergonomic Solutions (for clear plastic CT-39 Lenses with Scratch Resistant Coating) ordered in a frame: "Comforteyes CRT Frames (Frame Group D Plus)."	
29	0.00000		3456429	\$0.000000 \$0.000000
			EYE PROTECTION ACCESSORIES Unique Prescription powers requiring spheares, cylinders and prism powers shall be supplied at no-charge.	



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30	0.00000		3456429 EYE PROTECTION ACCESSORIES Regular or oversize lens "sizes" shall be supplied at no-charge.	\$0.000000 \$0.000000
31	0.00000		34564131158 CARRYING CASE, PRE-SHAPED FORM, PLASTIC CONTAINER W/SNAP-ON Eyeglasses Cases are provided with each complete frame/lens order at no-charge. Specify "Regular" or "Jumbo" Size. Case Description: Soft, lined, vinyl case with pocket clip and velcro-closure flap.	\$0.000000 \$0.000000
32	0.00000	PAIR	34564438017 SIDESHIELDS, FULL CUP, PERMANENTLY ATTACHED PLASTIC, PERFORA Side-Shields with glasses order. Choices include: - Brow-guard (permanently attached or clip-on types) - Perforated full-cup (permanently attached vented plastic) - Breeze-catcher (permanently attached ventilated metal).	\$1.500000 \$0.000000
33	0.00000		6254675 LENSES, EYEGLASS, HARD RESIN Lens materials of the following types are available at no-charge: - Clear Safety Glass Lenses - Clear plastic - Polycarbonate	\$0.000000 \$0.000000
37	0.00000	PAIR	6254640 LENS ADDITIONS, EYEGLASS (BRAND LISTED OR EQUAL) Lens Tint choices include: - Solid color - Gradient	\$6.000000 \$0.000000
38	0.00000	PAIR	6254640 LENS ADDITIONS, EYEGLASS (BRAND LISTED OR EQUAL) Lens Coating: Scratch Resistant Coated Lenses (SRC) - Plastic Only	\$10.000000 \$0.000000
39	0.00000	PAIR	6254640 LENS ADDITIONS, EYEGLASS (BRAND LISTED OR EQUAL) Lens Coating: Ultraviolet (UV) coated lenses - Plastic Only	\$6.000000 \$0.000000
40	0.00000	PAIR	6254640 LENS ADDITIONS, EYEGLASS (BRAND LISTED OR EQUAL) Lens Coating: Anti-Reflective (AR) coated lenses	\$20.000000 \$0.000000
41	0.00000		3456445 GLASSES, SAFETY Base Frame Group, PACKAGE PRICING. Includes frame of your choice, glass or plastic or POLYCARBONATE prescription lens, any lens size, any prescription power (all spheres/cylinders/prism powers), soft eyeglasses case and 7-day delivery. - \$20.00 / single vision (plano) lens - \$24.00 / bifocal (lined) lens - \$34.00 / trifocal (lined) lens - \$78.00 / progressive and no-lined bifocal lens with scratch resistant coating - \$43.00 / Occupational (Double Seg)	\$0.000000 \$0.000000



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42	0.00000		3456445	\$0.000000 \$0.000000
			GLASSES, SAFETY Frame Group "A", PACKAGE PRICING. Includes frame of your choice, glass or plastic or POLYCARBONATE prescription lens, any lens size, any prescription power (all spheres/cylinders/prism powers), soft eyeglasses case and 7-day delivery. - \$22.00 / single vision (plano) lens - \$26.00 / bifocal (lined) lens - \$36.00 / trifocal (lined) lens - \$81.00 / progressive and no-lined bifocal lens with scratch resistant coating. - \$45.00 / occupational (Double Seg)	
43	0.00000		3456445	\$0.000000 \$0.000000
			GLASSES, SAFETY Frame Group "B", PACKAGE PRICING. Includes frame of your choice, glass or plastic or POLYCARBONATE prescription lens, any lens size, any prescription power (all spheres/cylinders/prism powers), soft eyeglasses case and 7-day delivery. - \$29.00 / single vision (plano) lens - \$33.00 / bifocal (lined) lens - \$43.00 / trifocal (lined) lens - \$88.00 / progressive and no-lined bifocal lens with scratch resistant coating - \$62.00 / Occupational (Double Seg)	
44	0.00000		3456445	\$0.000000 \$0.000000
			GLASSES, SAFETY Frame Group "C", PACKAGE PRICING. Includes frame of your choice, glass or plastic or POLYCARBONATE prescription lens, any lens size, any prescription power (all spheres/cylinders/prism powers), soft eyeglasses case and 7-day delivery. - \$34.00 / single vision (plano) lens - \$38.00 / bifocal (lined) lens - \$48.00 / trifocal (lined) lens - \$93.00 / progressive and no-lined bifocal lens with scratch resistant coating - \$57.00 / Occupational (Double Seg)	
45	0.00000		3456445	\$0.000000 \$0.000000
			GLASSES, SAFETY Frame Group "D", PACKAGE PRICING. Includes frame of your choice, glass or plastic or POLYCARBONATE prescription lens, any lens size, any prescription power (all spheres/cylinders/prism powers), soft eyeglasses case and 7-day delivery. - \$38.00 / single vision (plano) lens - \$42.00 / bifocal (lined) lens - \$52.00 / trifocal (lined) lens - \$97.00 / progressive and no-lined bifocal lens with scratch resistant coating - \$61.00 / Occupational (Double Seg)	
46	0.00000		3456445	\$0.000000 \$0.000000
			GLASSES, SAFETY "BASE" Frame Group , PACKAGE PRICING with "DURALITE" polycarbonate prescription lens material. "Duralite" is very lightweight, high-impact resistant, and includes both ultraviolet (UV) protection and scratch resistant coating (SRC). Includes the frame of your choice, any prescription power (all spheres/cylinders/prism powers), all lens sizes, soft eyeglasses case and 7-day delivery. - \$24.00 / single vision (plano) lens - \$28.00 / bifocal (lined) lens - \$38.00 / trifocal (lined) lens - \$72.00 / progressive and no-lined bifocal lens with scratch resistant coating - \$47.00 / Occupational (Double Seg)	



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47	0.00000		3456445	\$0.000000
			GLASSES, SAFETY Frame Group "A", PACKAGE PRICING with "DURALITE" polycarbonate prescription lens material. "Duralite" is very lightweight, high-impact resistant, and includes both ultraviolet (UV) protection and scratch resistant coating (SRC). Includes the frame of your choice, any prescription power (all sphere/cylinders/prism powers), all lens sizes, soft eyeglasses case and 7-day delivery. - \$26.00 / single vision (plano) lens - \$30.00 / bifocal (lined) lens - \$40.00 / trifocal (lined) lens - \$75.00 / progressive and no-lined bifocal lens with scratch resistant coating - \$49.00 / Occupational (Double Seg)	\$0.000000
48	0.00000		3456445	\$0.000000
			GLASSES, SAFETY Frame Group "B", PACKAGE PRICING with "DURALITE" polycarbonate prescription lens material. "Duralite" is very lightweight, high-impact resistant, and includes both ultraviolet (UV) protection and scratch resistant coating (SRC). Includes the frame of your choice, any prescription power (all sphere/cylinders/prism powers), all lens sizes, soft eyeglasses case and 7-day delivery. - \$33.00 / single vision (plano) lens - \$37.00 / bifocal (lined) lens - \$47.00 / trifocal (lined) lens - \$82.00 / progressive and no-lined bifocal lens with scratch resistant coating - \$66.00 / Occupational (Double Seg)	\$0.000000
49	0.00000		3456445	\$0.000000
			GLASSES, SAFETY Frame Group "C", PACKAGE PRICING with "DURALITE" polycarbonate prescription lens material. "Duralite" is very lightweight, high-impact resistant, and includes both ultraviolet (UV) protection and scratch resistant coating (SRC). Includes the frame of your choice, any prescription power (all sphere/cylinders/prism powers), all lens sizes, soft eyeglasses case and 7-day delivery. - \$38.00 / single vision (plano) lens - \$42.00 / bifocal (lined) lens - \$52.00 / trifocal (lined) lens - \$87.00 / progressive and no-lined bifocal lens with scratch resistant coating - \$61.00 / Occupational (Double Seg)	\$0.000000
50	0.00000		3456445	\$0.000000
			GLASSES, SAFETY Frame Group "D", PACKAGE PRICING with "DURALITE" polycarbonate prescription lens material. "Duralite" is very lightweight, high-impact resistant, and includes both ultraviolet (UV) protection and scratch resistant coating (SRC). Includes the frame of your choice, any prescription power (all sphere/cylinders/prism powers), all lens sizes, soft eyeglasses case and 7-day delivery. - \$42.00 / single vision (plano) lens - \$46.00 / bifocal (lined) lens - \$56.00 / trifocal (lined) lens - \$91.00 / progressive and no-lined bifocal lens with scratch resistant coating - \$65.00 / Occupational (Double Seg)	\$0.000000
51	0.00000		65535249158	\$0.000000
			WARRANTY, EXTENDED Warranty: Replacement shall be made at no-charge (provided no abnormal/excessive use is evidenced) within 360 calendar days for lens breakage or coating peel and frame breakage or	\$0.000000



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			corrosion.	
52	0.00000	PAIR	6254640	\$25.000000 \$0.000000
			LENS ADDITIONS, EYEGLASS (BRAND LISTED OR EQUAL) Progressive Addition Lenses (PALS) available in plastic or glass material: - I AO Pro - II Sola XL, Sola VIP, SolaMax, AO Compact - III AO Easy, AO B'Active, Sola VIP Gold / XLGold	
53	0.00000	PAIR	6254640	\$75.000000 \$0.000000
			LENS ADDITIONS, EYEGLASS (BRAND LISTED OR EQUAL) Progressive Addition Lenses (PALS) available in plastic or glass material: IV - Sole One	
54	0.00000		6252650	\$0.000000 \$0.000000
			PARTS AND ACCESSORIES EYE GLASSES FOAM PADDED Replacement parts: BASE Group Frame Sample \$5.00 and Temple \$2.25/pair. Frame Group "A": Frame Sample \$9.00 and Temple \$4.50/pair. Frame Group "B and C": Frame Sample \$15.00 and Temple \$6.75/pair. Frame Group "D": Frame Sample \$25.00 and Temple \$11.25/pair. Frame Group "D PLUS": Frame Sample \$35.00 and Temple \$22.75/pair. Frame Group "E": Frame Sample \$48.00 and Temple \$31.20/pair. Frame Group "F": Frame Sample \$68.00 and Temple \$44.20/pair. Frame Group "G": Frame Sample \$75.00 and Temple \$36.00/pair. Frame Group "G PLUS": Frame Sample \$95.00 and Temple \$50.00/pair.	
55	0.00000		6252650	\$0.000000 \$0.000000
			PARTS AND ACCESSORIES EYE GLASSES FOAM PADDED Replacement Parts: - Sideshields \$2.00/pair - Screws - Temple, Lens, Nose Pad ..\$3.00/pkg of 10 pair - Bridge \$1.75 each - Nose Pads \$1.75/pair - AO Safety Frame Repair Kit \$40.00 - Eagle BrowGuard EX Accessory - Bag of 10 ..\$10.00/Bag	
57	0.00000		93874	\$0.000000 \$0.000000
			Optical Equipment Maintenance and Repair RFP 70300A038 of Feb. 18, 2003, Section 4.5 "Performance Measures" applies to this contract.	



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TERMS AND CONDITIONS

Incorporation

The Request for Proposal and/or bid documents for this project and the vendor's proposal in response to the RFP or Bid together with any clarifications, attachments, appendices, or amendments of the State or the Vendor are incorporated into this Contract by reference as if fully set forth in this Contract.

Remedies upon Default

In any case where the vendor has failed to deliver or has delivered non-conforming goods and/or services, the State shall provide a cure notice. The notice to cure shall state the maximum length of time the vendor has to cure. If after the time period stated in the notice to cure has passed, the vendor continues to be in default, the State may procure goods and/or services in substitution from another source and charge the difference between the contracted price and the market price to the defaulting vendor. The State's Attorney General shall be requested to make collection from the defaulting vendor.

Force Majeure

Force majeure includes acts of God, war, civil disturbance and any other causes which are beyond the control and anticipation of the party affected and which, by the exercise of reasonable diligence, the party was unable to anticipate or prevent. These provisions of force majeure also apply to subcontractors or suppliers of the Vendor. Force majeure does not include financial difficulties of the Vendor or any associated company of the Vendor, or claims or court orders that restrict the Vendor's ability to deliver the goods or services contemplated by this Agreement. Neither the Vendor nor the State shall be liable to the other for any delay or failure of performance of this Agreement caused by a force majeure, and not as a result of the fault or negligence of a party.

Subcontractors

The successful vendor shall be responsible for all acts and performance of any subcontractor or secondary supplier that the successful vendor may engage for the completion of any contract with the State. A delay that results from a subcontractor's conduct, negligence or failure to perform shall not exempt the vendor from default remedies. The successful vendor shall be responsible for payment to all subcontractors and all other third parties.

Termination-Non-Appropriation

Notwithstanding any other provision of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the State to appropriate funds, discontinuance or material alteration of the program for which funds were provided, then the State shall have the right to terminate this contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding, discontinuance or program alteration.

Immunity of State/Fed Agencies

The vendor shall defend and hold harmless the State and Federal funding source for the State of Iowa from liability arising from the vendor's performance of this contract and the vendor's activities with subcontracted and all other third parties.

Assignment

Vendors may not assign contracts or purchase orders to any party (including financial institutions) without written permission of the General Services Enterprise - Purchasing.

Anti-Trust Assignment

For good cause and as consideration for executing this purchase order, the vendor, through its duly authorized agent, conveys, sells, assigns, and transfers to the State of Iowa all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Iowa, relating to the particular goods or services purchased or acquired by the State of Iowa pursuant to the using State of Iowa agency.

Delivery and Acceptance

When an award has been made to a vendor and the purchase order issued, deliveries are to be made in the following manner.

A. Deliveries - All deliveries are to be made only to the point specified on the purchase order. If delivery is made to any other point, it shall be the responsibility of the vendor to promptly reship to the correct location. Failure to deliver procured goods on time may result in cancellation of an order or termination of a contract at the option of the State.

B. Delivery Charges - All delivery charges should be to the account of the vendor whenever possible. If not, all delivery charges should be prepaid by vendor and added to the invoice.

C. Notice of Rejection - The nature of any rejections of a shipment, based on apparent deficiencies disclosed by ordinary methods of inspection, will be given by the receiving agency to the vendor and carrier within a reasonable time after delivery of the item, with a copy of this notice to the General Services Enterprise - Purchasing. Notice of latent deficiencies which would make items unsatisfactory for the purpose intended may be given by the State of Iowa at any time after acceptance.

Delivery and Acceptance (cont)

D. Disposition of Rejected item - The vendor must remove at the vendor's expense any item rejected by the State. If the vendor fails to remove that rejected item, the State may dispose of the item by offering the same for sale, deduct any accrued expense and remit the balance to the vendor.

E. Testing After Delivery - Laboratory analysis of an item or other means of testing may be required after delivery. In such cases, vendors will be notified in writing that a special test is being made and that payment will be withheld until completion of the testing process.

Title to Goods

The vendor warrants that the goods purchased hereunder are free from all liens, claims or encumbrances.

Indemnification

To the extent that goods are not manufactured in accordance with the State's design, the vendor shall defend, indemnify and hold harmless the State of Iowa, the State's assignees, and other users of the goods from and against any claim of infringement of any Letter Patent, Trade Names, Trademark, Copyright or Trade Secrets by reason of sale or use of any articles purchased hereunder. The State shall promptly notify the vendor of any such claim.

Nondiscrimination

The vendor is subject to and must comply with all federal and state requirements concerning fair employment and will not discriminate between or among them by reason of race, color, religion, sex, national origin or physical handicap.

Warranty

The vendor expressly warrants that all goods supplied shall be merchantable in accordance with the Uniform Commercial Code, Section 2-314 and the Iowa Code, Section 554.2314.

Taxes



STATE OF IOWA
MASTER AGREEMENT

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The State of Iowa is exempt from the payment of Iowa sales tax, motor vehicle fuel tax and any other Iowa tax that may be applied to a specified commodity and/or service. Contractors performing construction activities are required to pay state sales tax on the cost of materials. The Iowa Department of Revenue exemption letter will be furnished to a vendor upon request.

Hazardous Material

All packaging, transportation, and handling of hazardous materials shall be in accordance with applicable federal and state regulations including, but not limited to, the Material Safety Data Sheet provision of O.S.H.A. Hazard Communication Standard 29CFR 1910.1200, and Iowa Administrative Code, Chapter 567.

Public Records

The laws of the State of Iowa require procurement records to be made public unless exempted by the Code of Iowa.

Miscellaneous

The terms and provisions of this contract shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this contract shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. If however, jurisdiction is not proper in Polk County District Court, the action shall only be brought in the United States District Court for the Southern District of Iowa, Central Division, providing that jurisdiction is proper in that forum. This provision shall not be construed as waiving any immunity to suit or liability, which may be available to the State of Iowa.

If any provision of this contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

Records Retention

The vendor shall maintain books, records, and documents which sufficiently and properly document and calculate all charges billed to the State of Iowa throughout the term of this Agreement for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. The vendor shall at, no charge, permit the Auditor of the State of Iowa, or any authorized representative of the State (or where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government) to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records, or other records of the vendor relating to orders, invoices, or payments documentation or materials pertaining to this Agreement.

Independent Contractor

The vendor is an independent contractor performing services for the State of Iowa, and as such shall not hold itself out as an employee or agent of the State.

Performance Monitoring

For all service contracts, the requirements of Iowa Code sections 8.47 shall be incorporated into final terms and conditions of the contract.